

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. XXXXXXXXXX 04		3. EFFECTIVE DATE 10-01-2002		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USDA, OPPM, POD, SSCT 300 7th Street, SW Room 377, Reporters Bldg. Washington, DC 20024		7. ADMINISTERED BY (If other than Item 6)		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TALX Corporation 10101 Woodfield Lane St. Louis, MO 63132				(V)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. 53-3142-1-6010	
						10B. DATED (SEE ITEM 13) December 1, 2000	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

AS STATED ON EACH INDIVIDUAL DELIVERY ORDER

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.212-4 FAR CLAUSE 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
X	D. OTHER (Specify type of modification and authority) FAR PART 42.1200 (a) Novation Agreement

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

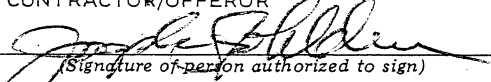
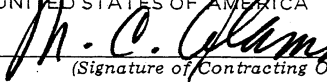
Modification No. 04 is issued to exercise the Government's option to extend the period of performance of the above referenced contract and to execute the requested novation agreement.

ACCORDINGLY:

- The effective period of performance is extended through the period October 1, 2002 through September 30, 2003;

CONTINUED ON PAGE 2 of 6.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Joseph Stahdrier Managing Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARCY C. ADAMS Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/11/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-18-2002

2. SCHEDULE OF SUPPLIES/SERVICES
OPTION PERIOD TWO - 10/01/2002 THRU 09/30/2003

ITEM OF SERVICES	UNIT	PRICE
01 Number of Separation Documents Processed	Each	\$.139
02 Verification of Employment	Each	\$ 3.45
03 Claims Processing	Each	No Charge
04 Appeals Administration	Each	\$135.95
05 State Charge Detail Processing	Each	\$.079
06 Reconciling State Benefit Payments with DOL Billings	Each	No Charge
07 Training/Annual Workshops	Each	No Charge
08 Management Reports	Each	\$ 88.58
OPTIONAL ITEMS:		
01 Lender Verifier/Agency Services	Each	No Charge/\$2.00/\$90.00
02 Worker's Compensation Reconciliations	Each	\$ 1.48

3. Further, this Modification incorporates the following actions:

- a. The attached agreement to recognize a successor in interest (novation agreement) between James E. Frick, Inc. (dba The Frick Company) (transferor); TALX Corporation (transferee); and the U. S. Department of Agriculture, Office of Procurement & Property Management (OPPM) (Government) is executed and includes, among other things, that the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and that the Government recognizes the transfer of the contract and related assets.
- b. Therefore, the Government recognizes TALX Corporation as the contractor under contract number 53-3142-1-6010:

TALX Corporation
10101 Woodfield Lane
St. Louis, MO 63132

ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT
REMAIN UNCHANGED AND IN FULL FORCE.

NOVATION AGREEMENT

James E. Frick, Inc. dba The Frick Company (Transferor), a corporation duly organized and existing under the laws of Missouri with its principal office in St. Louis, the TALX Corporation (Transferee), a corporation duly organized and existing under the laws of Missouri with its principal office in St. Louis and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of 3/27/02

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the United State Department of Agriculture Office of Procurement and Property Management, has entered into certain contracts with the Transferor, namely: 53-3142-1-6010. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after effective date of this Agreement.

(2) As of 3/27/2002, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a sale of stock between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with Government. (when a change of name is also involved; e.g., a appropriate statement shall be inserted (see example in paragraph (8) of this Agreement).

(8) A certificate dated 7/31/02, signed by the Secretary of State of Missouri, to the effect that the corporate name of James E. Frick, Inc dba The Frick Company was changed to James E. Frick, Inc. dba TALX UCM Services, Inc. using the service mark UC eXpressSM on 7/31/02, has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or many have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

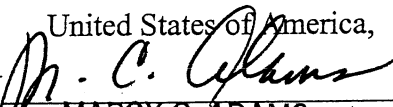
(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

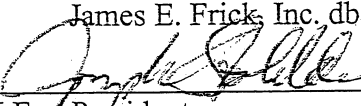
(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-


(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified Under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,
BY 
TITLE MARCY C. ADAMS
Contracting Officer

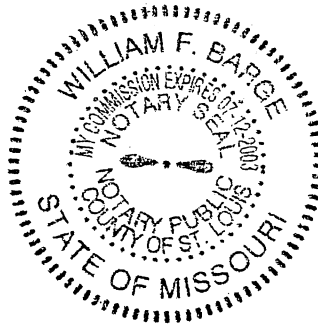
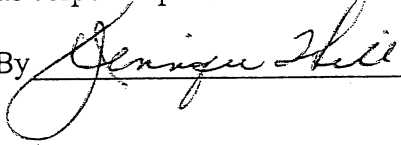
James E. Frick, Inc. dba The Frick Company
BY 
TITLE: President

TALX Corporation
BY 
TITLE Craig N. Cohen
Chief Financial Officer and
Secretary
Talx Corporation

CERTIFICATE

I, Jennifer Hill, certify that I was the Secretary of James E. Frick, Inc. dba The Frick Company, that Joseph Stohldrier, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand this day of Oct 24, 2002.

By _____



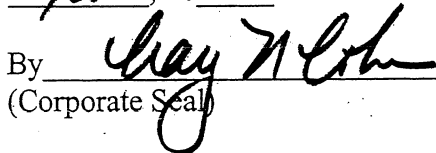
Before me personally appeared Joseph Stohldrier and Jennifer Hill know to me to be the former President and Secretary, respectively of James E. Frick, Inc. dba The Frick Company. Notarized this day Oct. 24, 2002.

William F. Barge
Notary Public

CERTIFICATE

I, Craig N. Cohen, certify that I am the Secretary of TALX Corporation, that Craig Cohen, who signed this Agreement for this corporation, was then CEO & Secretary of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 10/25, 2002.

By _____


(Corporate Seal)